

Learner Protection - English Language Education Provision

Frequently Asked Questions

(a) *I am an English language school. Will I be subject to the annual learner protection charge?*

English language schools/providers of English language education that apply successfully for authorisation to use the TrustEd Ireland mark under section 61 of the 2012 Act will be subject to the annual charge for learner protection. These schools/providers are called “obligated providers”.

(b) *When will the annual charge be payable by English language schools that are authorised to use the TrustEd Ireland mark?*

An English language school/provider of English language education will be subject to the annual learner protection charge from the date on which the school/provider is authorised to use the TrustEd Ireland mark. The annual charge will be payable:

- (i) prior to the commencement of the relevant programme(s), and
- (ii) prior to the acceptance of any moneys from the learner (or on behalf of a learner) for enrolment on that programme(s).

(c) *Does an English language school/provider of English language education have to continue to maintain its current learner protection arrangements when it applies for authorisation to use the TrustEd Ireland mark?*

Learner protection arrangements established currently by English language schools/providers of English language education are **not** statutory arrangements. These are required for the purpose of inclusion of programmes on the Interim List of Eligible Programmes (ILEP). These should remain in place until your programmes are no longer on the ILEP and/or you are authorised to use the TrustEd Ireland mark and your programmes are covered by the Learner Protection Fund.

(d) What is the difference between learner protection arrangements currently in place in English language schools and the learner protection arrangements being established under the 2012 Act?

Existing learner protection arrangements in English language schools are non-statutory. They are required for the purpose of inclusion of programmes on the ILEP and therefore only apply to learners who are visa required. This is a sub-set of all learners enrolled in English language schools. The learner protection arrangements to be introduced with the establishment of the Learner Protection Fund will apply to all learners in English language schools/English language providers.

(e) Who sets the annual charge for learner protection?

The Minister for Further and Higher Education, Research, Innovation and Science prescribes the amount of the annual charge to be paid by providers through regulations.

(f) What is the amount of the protection of enrolled learners annual charge (annual charge) for English language schools/providers?

The annual charge prescribed by the Minister is set out in **S.I. No. 628 of 2025** Protection of Enrolled Learners Annual Charge Regulations 2025 [pdf](#).

There are 3 categories of annual charges prescribed for English language programmes. These are:

Regulation	Programme Duration	Learner Protection Charge
6	4 Weeks or less	0.2% of the chargeable learner fees
7	More than 4 weeks and up to 12 weeks	2% of the chargeable learner fees
8	More than 12 weeks	4% of the chargeable learner fees

Fees refer to tuition fees, registration fees, examination fees, library fees, student service fees and any other fees paid by or on behalf of the learner to the provider in respect of enrolment on the relevant programme and which relate to the provision of education, training and related services.

Providers are required to provide QQI with any information that is relevant to determining the amount of the charge.

(g) *Who calculates the annual charge due by an English language school/English language education provider on the date on which a provider is authorised to use the TrustEd mark?*

The annual charge to be paid by an English language school/English language education provider will be calculated by QQI based on information provided by the school/provider to QQI. The information to be provided will include learner numbers linked to the duration bands specified in the regulations and the associated programme fees. All information supplied will remain confidential. The English language school/English language education provider will be obliged to provide a reconciliation of the information provided year on year, and as requested.

(h) *What is the obligation of an English language school/English language education provider to operate an escrow account in the context of learner protection?*

An English language school/English language Education provider that receives moneys, from or on behalf of a learner, more than 40 days before the commencement of the provision by it of an English language programme, is obliged to lodge such moneys into an escrow type account. Such moneys may not be released by the financial institution until it receives written notification that the programme has commenced. If the programme is not commenced, the moneys concerned may be returned to the learner, or someone acting on their behalf, by way of a full refund or partial refund in circumstances where the financial institution retains charges agreed under the original arrangement.

“Moneys” includes tuition fees, registration fees, examination fees, library fees, student service fees and any other fees by or on behalf of the learner to the provider in respect of enrolment on the relevant programme and which related to the provision of education, training and related services.

(i) When will English language schools/providers of English language education be billed for the Learner Protection Charge?

There will be two Learner Protection Charge billing periods for English language schools/providers of English language education each year. These are:

- (i) 1st June – 30th November, and
- (ii) 1st December – 31st May.

Invoices will be issued at the beginning of each billing period and the school/provider will have 30 days to pay. Therefore:

- (i) invoice issued in May, payment in June;
- (ii) invoice issued in November, payment in December.

Reference dates for gathering learner numbers and other required data, are as follows:

- (i) Data must be submitted by 28th February annually in respect of the previous June to November charge period inclusive.
- (ii) Data must be submitted by 31st August annually in respect of the previous December to May charge period inclusive.

(j) What happens if the number of learners in the school/provider are significantly different to the numbers in the data returned?

Providers will be given an opportunity to identify any significant change in learner numbers anticipated for the billing period in the context of the reference learner numbers provided. A significant change is **plus or minus 10%** of the input learner numbers. Any significant change identified will be interrogated and agreed prior to the finalisation of the invoice. It will be mandatory for a provider to advise of any increase in learner numbers and/or fees greater than 10% above the numbers returned.

The relevant dates for providers for each learner protection charge period to return this information will be May and October, i.e. prior to invoicing.

(k) What happens if a school/provider doesn't make accurate returns of information required?

A school/provider will be required to provide a reconciliation of data provided for the purpose of the annual charge with their accounts, and other appropriate reference points if deemed necessary. A number of reconciliation processes should be possible to confirm and verify the learner numbers and other information provided.

(l) What happens if a school/provider fails to make the annual charge payment in a timely manner?

If a school/provider fails to pay the annual charge by the relevant due date, an additional penalty charge will be payable. The penalty charge has two elements:

- (i) a lump-sum equal to 50% of the outstanding charge as of the payment date, and
- (ii) a recurring interest penalty where the late payment persists.⁶

The interest penalty will be based on the European Communities (Late Payment in Commercial Transactions) Regulations 2012 – SI 580 of 2012. This annual interest rate which is currently 12% will be applied as follows: outstanding amount x no. days overdue x (12%/365).

(m) Is the Learner Protection Fund ever capped, and/or will the Learner Protection Fund be allowed to continue to grow?

The Authority is obliged to prepare and publish a report annually in respect of the operation of the Learner Protection Fund (Fund) during the preceding year. This report should include detail on any defrayments from the Fund, including refunds to learners. In addition, a comprehensive review of the Fund is required every fifth year, to include submissions from obligated providers in relation to the operation of the Fund and the annual charge. As this is a new Fund, it is intended that it will be actively managed and kept under regular review. There is no intention to have an over resourced Fund. If necessary and appropriate, the first statutory five-year review may be brought forward.
